


SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. DE-RP52-06NA27422	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 17 MAY 2006	PAGE OF PAGES 1 of 21
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUESTION/PURCHASE REQUEST NO. SEE SCHEDULE		6. PROJECT NO.	
7. ISSUED BY AD/SSD CODE 898358		8. ADDRESS OFFER TO SEE BLOCK 7			
DEPARTMENT OF ENERGY NNSA SERVICE CENTER - AD PO BOX 5400 ALBUQUERQUE, NM 87185-5400 jparr@doeal.gov		DO: N NAIC: 238170			
9. FOR INFORMATION CALL: 		A. NAME JAMES S. PARR		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 505-845-4424 X	
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no, date):</i>					
11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)					
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS	
13. ADDITIONAL SOLICITATION REQUIREMENTS:					

OFFER (Must be fully completed by offeror)									
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>				
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>				
CODE FACILITY CODE									
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within <u> 60 </u> calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>									
<div style="display: flex;"> <div style="width: 10%; padding: 5px;">AMOUNTS ▶</div> <div style="width: 90%;"></div> </div>									
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)</i>									
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE	
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED									
22. AMOUNT				23. ACCOUNTING AND APPROPRIATION DATA See Section G					
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> ▶				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()			
26. ADMINISTERED BY CODE				27. PAYMENT WILL BE MADE BY EFT:T					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>				
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001	<p><i>Noun:</i> BUILDING ENVELOPE REPLACEMENT, BUILDING 663 MEDICAL FACILITY</p> <p><i>ACRN:</i> AA</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> The Contractor will provide all the necessary tools, equipment, materials, transportation and all other items required for the construction services required to remove and replace the building envelope on building 663, medical facility, Lawrence Livermore National Laboratory in accordance with Section J, Attachment 1, Specification PCS1454 and Attachment 2 construction drawings (13 sheets). Payments shall be made in accordance with the Section I Clause Far 52.232-05, entitled "Payments Under Firm Fixed Price Construction Contracts"</p>	1 Lot	

NO CLAUSES OR PROVISIONS IN THIS SECTION

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

**C002 STATEMENT OF WORK (SOW) / PERFORMANCE WORK STATEMENT (PWS) (FEB 2005)
(TAILORED)**

The construction specifications PCS-1454, Buliding Envelope Replacement, Building 663 Medical Facility dated February 7, 2006 is included as Attachment 1 to this contract and is listed in Part III, Section J.

The construction drawings entitled, Buliding Envelope Replacement, Building 663 Medical Facility dated February 6, 2006 is included as Attachment 2 to this contract and is listed in Part III, Section J.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

D001 PACKAGING (FEB 2005)

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D002 MARKING (FEB 2005)

Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (a) Identifies the contract by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
- (c) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E001 INSPECTION AND ACCEPTANCE (FEB 2005)

(a) Inspection of all items and/or work effort delivered under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

ITEM	SUPPLIES SCHEDULE DATA	QTY	TRANS PRI	DATE
0001		1	0	DARO
	<i>Noun:</i>	BUILDING ENVELOPE REPLACEMENT, BUILDING 663 MEDICAL FACILITY		
	<i>ACRN:</i>	AA		

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.211-12	LIQUIDATED DAMAGES -- CONSTRUCTION (SEP 2000) Para (a), Amount of liquidated damages. '\$500.00'
52.211-13	TIME EXTENSIONS (SEP 2000)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

F013 CONTRACT PERFORMANCE PERIOD (FEB 2006)

The contractor shall complete all requirements of the contract within _____ (to be proposed) calendar days after award of the contract.

F014 PAYMENT INSTRUCTION PROCEDURES (FEB 2006)

Payments under this contract shall be made monthly in accordance with FAR 52.232-05 and the procedures delineated below:

- (a) Contractor invoices and supporting documentation will be submitted to the COR for coordination and review. The COR will obtain any required clarification or resolution.
- (b) The COR shall forward the invoice, all supporting documentation and recommendation for payment to the CO.
- (c) Follow special provision G004 entitled Billing Instructions (Other Than Cost-Reimbursement Type Contracts)

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AA		

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

**G004 BILLING INSTRUCTIONS (OTHER THAN COST-REIMBURSEMENT TYPE CONTRACTS)
(FEB 2005) (TAILORED)**

(a) The following instructions are provided for submission of vouchers requesting reimbursement. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each invoice shall include the following:

- (1) contract number;
- (2) contractor name;
- (3) date of invoice;
- (4) invoice number;
- (5) total amount of invoice;
- (6) period covered or items delivered; and
- (7) cumulative amount invoiced to date

(d) Approval of Invoices

The contractor will be paid after approval by the NNSA Contract Specialist/Contracting Officer.

**G005 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES (SEP 2005)
(TAILORED)**

(a) The Contracting Officer's official delegation of authority shall be provided to the contractor in writing. This delegation will describe the COR's authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor unless the Contracting Officer has issued a contractual change.

(b) The Contracting Officer's Representative(s) (COR) for this contract/order is/are identified below. If the effort under this contract requires that an Alternate COR is required in the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual(s) as the COR and Alternate COR(s):

COR:	Stephen Loo (COR)
Physical Address:	US Department of Energy Lawrence Livermore Site Operations

E-Mail Address:	7000 East Avenue Livermore, CA 94550 stephen.loo@doeal.gov
Phone Number:	925-423-1369

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H001 CLAUSE AND PROVISION NUMBERING (FEB 2005)

The clauses and provisions in this document are in numerical order but may not be numbered sequentially.

H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (FEB 2005)

The Representations, Certifications, and Other Statements of Offeror downloaded from the Online Representations and Certifications Application (ORCA) website are hereby incorporated by reference.

H006 ACCESS TO DOE-OWNED OR LEASED FACILITIES (OCT 2005)

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) is, or is suspected of being, a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;
- (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
- (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any Contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE-owned or leased facilities.

H007 CONTRACTOR'S PROGRAM MANAGER (FEB 2005)

(a) The contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

H011 OBSERVANCE OF NATIONAL HOLIDAYS (FEB 2005)

The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

H021 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (FEB 2005)

The contractor is required to comply with the following in accordance with DOE O 221.2, Reporting Fraud, Waste, and Abuse To The Office of Inspector General:

(a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged wrongdoing by Government employees; its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees.

(b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in Contractor telephone books and newsletters.

(d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA/DOE programs, operations, facilities, contracts, or information technology systems.

(e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.

(f) The DOE IG hotline telephone number is 202-586-4073.

H022 ENVIRONMENT, HEALTH, AND SAFETY PLAN (GOVERNMENT-OWNED OR LEASED FACILITIES) (FEB 2005)

(a) In performance of the work, the Contractor shall comply with all applicable federal and state environmental, health, and safety regulations and shall take all necessary and reasonable precautions to protect the environment, health, and safety of its employees, NNSA personnel, and members of the public. The Contractor shall participate in all emergency response drills and exercises.

(b) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on NNSA functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any NNSA facility to the Contracting Officer Representative (COR) named in Part I, Section G of the contract. Upon request, the Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its NNSA facilities to the COR.

(c) The Contractor shall develop, implement, and maintain an Environment, Health, and Safety Plan, which shall describe the Contractor's program for implementing the applicable regulations and requirements. The plan shall consist of the elements in the areas of environment, health, and safety required by the local State. The plan shall also include information on the Contractor's responsibility for providing treatment for employees who become ill or are injured in NNSA facilities. A copy of the plan shall be provided to the COR within 30 days of the start of work. If the Contractor has a corporate or company-wide ES&H Plan, that plan may be submitted to satisfy the requirement of this clause. At a minimum, the Plan shall address the following elements:

- (1) Organizational Structure
- (2) Key personnel and Responsibilities for Safety
- (3) Safety Training and/or Meetings
- (4) Safety Inspections and Record Keeping
- (5) Accident Reporting and Investigation
- (6) Emergency Procedures, Telephone Numbers, and Points of Contact

(d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms and conditions of this clause, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action.

(e) In the event the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

H024 CONTRACTOR IDENTIFICATION SPECIFICATIONS (FEB 2005)

(a) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis (part-time, or full-time) must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.

(b) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

H029 WAGE DETERMINATION RATES (FEB 2005) (TAILORED)

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number CA030029, dated 04/14/2006. A copy of the wage determination is attached to this contract (see Part III, Section J, Attachment 3).

H033 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT) (FEB 2005)

None of the funds obligated on this contract may be used, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H037 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS (FEB 2005)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H038 PRECIOUS METALS INVENTORY (FEB 2005)

On an annual basis, Contractors generating inventory containing precious metals shall identify, inventory, and report such items to the Contracting Officer in accordance with DEAR 945.607-2.

H039 VIOLENCE IN THE WORKPLACE (FEB 2005)

(a) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any NNSA facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.

(b) Contractor supervisors or management representatives shall report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In all situations where violence has occurred or appears to be imminent, Contractor employees shall first call 911.

H101 RESPONSIBILITY FOR PENALTIES, FINE AND DAMAGES (FEB 2006)

(a) As stated elsewhere herein, the contractor is responsible for compliance with all federal, state, and local environmental laws, regulations, codes and permits. In the case of violation of those standards wholly caused by the willful or negligent conduct of the contractor, its employees agents or subcontractors, the contractor shall take all necessary steps to remedy such violations including payment of any penalties, fines or damages assessed against either party as a result of the violation. In the case of violation of federal state or local environmental laws, regulations, codes, and permits caused in part by the willful or negligent conduct of contractor, its employees, agents or subcontractors, the contractor agrees to contribute payment of its apportioned share of penalties, finds and costs incurred by DOE.

(b) The contractor shall promptly notify the contracting officer of any notice of violation, claim, penalty or fine resulting from the activities or the contractor or any loss, injury, incident, or damage which could reasonably be expected to result in the imposition of a penalty or fine, or in the filing of a claim, suit or case of action by any person, organization or authority.

(c) The rights of the parties under this clause shall survive this contract's expiration, termination or completion.

H102 SUPERVISION OF CONTRACTOR PERFORMING ON A GOVERNMENT SITE (MAY 2006)

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be accountable not to the Government but solely to the Contractor who in turn is responsible to the Government.

H103 CONTRACTOR RESPONSIBILITIES (MAY 2006)

(a) The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of the Task Assignments issued under this contract. The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

(b) The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:

- (1) Discuss with unauthorized persons any information obtained in the performance of work under this contract;
- (2) Conduct business not directly related to this contract on Government premises;
- (3) Use computer systems and/or other Government facilities for company or personal business; or
- (4) Recruit on Government premises or otherwise act to disrupt official Government business.

(c) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis (part-time or full-time) must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.

(d) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

(e) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any NNSA facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.

(f) Contractor supervisors or management representatives shall report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In all situations where violence has occurred or appears to be imminent, Contractor employees shall first call 911.

H104 CONTRACTOR PERSONNEL AND QUALIFICATIONS (MAY 2006)

(a) The Contractor shall be responsible for selecting personnel who are well qualified to perform the required work, overseeing their performance, and assuring that the quality of services meets Government expectations. Personnel assigned by the Contractor shall not only meet the technical qualifications imposed by this contract but they shall also practice good standards of ethical conduct that are acceptable to the Government.

(b) Training for contractor employees in order to qualify the employee for work to be performed or to stay current with technology shall be the responsibility of the Contractor and not be a direct charge against the contract. However, the Government with written advance approval may make exceptions, if the Contracting Officer determines such approval is in the best interest of the Government.

(c) Contractor personnel and its subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or other correspondence related to this contract.

H105 WORK BY OTHER CONTRACTORS (MAY 2006)

The Government may have other contracts ongoing at the Lawrence Livermore National Laboratory. These contracts may involve work at or near the work site of work issued under this contract. The Contractor shall fully coordinate its work with the work of Other Government Contractors (OGCs) and with the appropriate Government representative(s). The Contractor agrees to adapt its schedule and performance to accommodate the work of OGCs and take direction from the designated Government representative. The Contractor shall make every reasonable effort to avoid interference with the performance of work by OGCs. If any part of the Contractor's work is dependant upon the completion of work by other OGCs, the Contractor shall inspect such work and promptly report to the designated Government representative in writing any apparent defects or deficiencies in such work that would render it unacceptable or prevent the Contractor from fulfilling its requirements or complying with established schedules. The Contractor agrees to notify the designated Government representative of any obstructive conditions that would impede work or any other scheduling conflicts with activities by Government personnel and OGCs. The Contractor may be required to participate in weekly coordination meetings.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (JUL 2004)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.204-09	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (a) Number of calendar days is '10' (c) Number of days or calendar date is 'the number of calendar days proposed by the contractor.'
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE IV (OCT 1997) Alt IV, (a), Description of the information and the format that are required: '?????'
52.219-04	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-03	CONVICT LABOR (JUN 2003)
52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 2005)
52.222-05	DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)
52.222-06	DAVIS-BACON ACT (JUL 2005)
52.222-07	WITHHOLDING OF FUNDS (FEB 1988)
52.222-08	PAYROLLS AND BASIC RECORDS (FEB 1988)
52.222-09	APPRENTICES AND TRAINEES (JUL 2005)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)
52.222-12	CONTRACT TERMINATION -- DEBARMENT (FEB 1988)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE I (AUG 2003)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE II (AUG 2003)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-09	BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JAN 2005) Para (b)(2). Insert excepted materials or "none". 'None.'
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-04	PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (APR 1984)
52.228-02	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-05	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (FEB 1992)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
52.228-14	IRREVOCABLE LETTER OF CREDIT (DEC 1999)
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (SEP 2005)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.232-05	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)
52.232-17	INTEREST (JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-02	DIFFERING SITE CONDITIONS (APR 1984)
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-05	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-07	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-08	OTHER CONTRACTS (APR 1984)
52.236-09	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.237-02	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.242-13	BANKRUPTCY (JUL 1995)

52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-04	CHANGES (AUG 1987)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.248-03	VALUE ENGINEERING -- CONSTRUCTION (FEB 2000) - ALTERNATE I (APR 1984) Para (i), Contract number. 'DE-AC52-06NA27422'
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) - ALTERNATE I (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

B. OTHER CONTRACT CLAUSES

952.202-01	DEFINITIONS (JAN 2005)
952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.208-70	PRINTING (APR 1984)
952.223-71	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)
952.223-72	RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)
952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
952.224-70	PAPERWORK REDUCTION ACT (APR 1994)
952.227-14	RIGHTS IN DATA-GENERAL. (DOE COVERAGE-ALTERNATES VI AND VII) (FEB 1998)
952.242-70	TECHNICAL DIRECTION (DEC 2000)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	142	07 FEB 2006	SPECIFICATION 1454, BUILDING ENVELOPE REPLACEMENT, BUILDING 663 MEDICAL BUILDING
ATTACHMENT 2	14	06 MAR 2006	CONSTRUCTION DRAWINGS, BUILDING ENVELOPE REPLACEMENT, BUILDING 663 MEDICAL FACILITY
ATTACHMENT 3	38	14 APR 2006	DAVIS BACON WAGE RATES CA0320029

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238170.

(2) The small business size standard is \$13,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-06 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city,	Name and Address of Owner and Operator of the Plant
--	--

state, county, zip code) or Facility if Other Than
Offeror or Respondent

B. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 SIGNATURE/CERTIFICATION (FEB 2005) (TAILORED)

By completing and submitting a proposal/bid via Industry Interactive Procurement System (IIPS), the offeror certifies that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 U.S.C. 1001.

Typed Name and Title of the Officer or Employee
Responsible for the Offer

Date of Execution

Name of Organization

Street

City, State, Zip Code

Solicitation Number

K002 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (b) applies.

(ii) ☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and

are incorporated in this offer by reference (see FAR 4.1202); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause Nr.	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'firm, fixed-price'
52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
Para (b), Goals for minority participation for each trade are '25.8%'
Para (b), Goals for female participation for each side are '6.9%'
Para (e), Geographical areas are 'Alameda County, California'
52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS
(MAY 2002)
52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)
52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
(MAY 1999)
52.233-02 SERVICE OF PROTEST (AUG 1996)
Para (a) Official or location is '
DOE/NNSA SC
Attn: Maria E. Mann
Pennsylvania and H Streets, KAFB East
Albuquerque, NM 87116'
52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)
52.236-28 PREPARATION OF PROPOSALS -- CONSTRUCTION (OCT 1997)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS

952.233-02 SERVICE OF PROTEST (MAR 2002)

As prescribed in 48 CFR 933.106(a), add the following to the end of the Provision at FAR 52.233-2:

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

952.233-04 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

(a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the contracting officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

C. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

L006 OTHER THAN COST OR PRICING DATA (FEB 2005) (TAILORED)

I. Overview and General Requirements

The Contracting Officer has determined that cost or pricing data is not required for this solicitation. However, in accordance with FAR 15.403-3 and 15.403-5, information other than cost or pricing data is required to determine if your proposed costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 applies, the Offeror may be required to submit cost or pricing data.

(a) Submission Format

The cost proposal consists of your estimated price to perform the required effort as set forth in the solicitation and must be prepared in a manner that is current, accurate, and complete. In accordance with FAR 15.403-5(b)(2), prepare the cost proposal submission using the format specified in the following instructions. Deviation from the prescribed format is permitted to accommodate the Offeror's system; however, the Offeror's proposal must adequately address each proposed cost element and the level of cost detail required per these instructions.

(b) Proposal Accuracy

The cost proposal must be mathematically correct and structured in a logical manner. Row and column totals for all schedules and exhibits must accurately foot and cross-foot. Cost totals on supporting schedules and exhibits must track to and agree with summary cost totals and the amounts shown on the

proposal cover sheet. Unless specified otherwise, round all final monetary extensions to the nearest whole dollar. Round all labor rates to the nearest penny.

(c) Narrative Support

The Offeror, each team member, and subcontractors shall provide narrative support sufficient to explain the development of the costs proposed. In accordance with the solicitation requirements, the narrative should describe the Offeror's supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed costs.

(d) Actual vs. Estimated Data

The Offeror's submission must distinguish between actual cost data and estimated cost data. For actual cost data, identify the source of the data (e.g. general ledger, job cost ledger, paid invoice, etc.) and the period in which the actual data is based (cut-off or closing dates). For estimated cost data, clearly identify the estimated amounts and explain the basis of estimate.

(e) Cost/Price Reasonableness and Realism

Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from consideration either on the basis that the Offeror does not understand the requirements or has made an unrealistic offer. Offers should be sufficiently detailed to demonstrate their reasonableness. If estimated costs to perform the proposed effort have been decreased due to a management decision, provide complete rationale and a summary of the reduction by cost element. The burden of proof for credibility of proposed cost/price rests with the Offeror.

(f) Teaming Arrangements

If a teaming arrangement is proposed, the Offeror must provide a copy of these instructions to all potential team members, including subcontractors. All team members and subcontractor proposals must be received by the date/time specified in the solicitation. The Offeror must provide a summary of the total cost and clearly identify by cost element the portion of the cost proposal that pertains to each participant, including subcontractors. In addition, each participant must provide separate proposal cover sheets, exhibits, summary schedules and supporting cost information in the same format and level of detail as required of Offerors under these cost instructions.

(g) Subcontract Proposal Submission and Analysis

It is the Prime Contractor's responsibility to conduct appropriate subcontract cost or price analysis to establish the reasonableness of proposed subcontract prices. Failure to conduct adequate subcontract cost or price analysis prior to proposal submission may result in unnecessary delays or elimination of the proposal from further consideration.

(h) Interorganizational Transfers

An interorganizational transfer includes any proposed effort or work done by a division, subsidiary, or affiliates of the Offeror under a common control. The Offeror's cost proposal must separately identify and provide a cost element breakout of all proposed interorganizational transfers. It is the Offeror's responsibility to conduct appropriate cost or price analysis to establish the reasonableness of proposed interorganizational transfer prices. Failure to conduct adequate cost or price analysis prior to proposal submission may result in unnecessary delays or elimination of the proposal from further consideration.

(i) Examination

By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine, for the purposes of verifying the data submitted, those books, records, documents, and other

supporting data (regardless of form) which will permit an adequate evaluation of the proposed cost or price. This right may be exercised in connection with any such reviews deemed necessary by the government prior to contract award.

II. Specific Cost and Format Requirements

The Offeror, including any proposed subcontractors, or members of a teaming arrangement, shall format the cost proposal in accordance with the following instructions.

(a) Proposal Cover Sheet

Complete, as the first page of the cost proposal, a cover sheet that includes the following information:

- (1) Company name, division, address, telephone number, and e-mail address.
- (2) The name, telephone number, and e-mail address of a primary point of contact.
- (3) The proposal number, date, and expiration date.
- (4) A brief description of the product and/or service being provided and the place of performance.
- (5) Proposed cost, profit or fee, total price, and contract period of performance.
- (6) Name, title and signature of person authorized to commit the firm.
- (7) Name, address, and phone number of the Government audit office and contract administrative office for the Offeror and any proposed subcontracts or interorganizational transfers.
- (8) A statement that the cost proposal has been prepared in accordance with applicable FAR regulations, your established estimating and accounting policies, and the requirements of this solicitation. List each exception, if any, and provide complete rationale.
- (9) A statement granting the Contracting Officer the right to examine your books and records.
- (10) A statement identifying whether your organization is subject to the Cost Accounting Standards (CAS) and the current status of your Disclosure Statement. State whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS and, if yes, provide an explanation. State whether any aspect of this proposal is inconsistent with your disclosed accounting practices or applicable CAS and, if so, provide an explanation.

(b) Contract Period of Performance

The contract period of performance is _____. For pricing purposes, assume a _____ start date. A contract year (CY) is defined as a twelve-month period beginning each _____.

Note: The solicitation may require that your costs be proposed on a CY basis. If your contractor fiscal year (CFY) is different than the contract year and composite labor and indirect rates are proposed, demonstrate how the composite rates are calculated and explain how the proposed hours and costs are distributed between each CFY.

(c) Cost Proposal Summary

Provide a time-phased cost summary by major cost element by CFY or CY using a format similar to the one shown below. Provide a cost summary exhibit for each CLIN, Basic, or Option period if separate

pricing is required by the solicitation. Actual costs related to authorized work performed before submission of your proposal must be separately identified. Additional cost element line items and/or fiscal periods may be required depending on the contract requirements and your accounting system. Each proposed cost element shall be further supported by a detailed exhibit or schedule that includes cost information as specified in the following instructions.

Cost Proposal Summary				
Cost Element	CFY 01	CFY 02	CFY 03	Total Reference
Direct Labor Hours				
Direct Labor Costs				
Labor Fringe/Overhead				
Materials				
Subcontracts				
Other Direct Costs				
--Subtotal				
G&A				
--Total Cost				
Profit/Fee				
--Total Price				

(d) Direct Labor Hours and Rates

Provide an exhibit that summarizes proposed direct labor hours, applicable labor rates (unburdened), and extended direct labor costs by labor category by CY, CFY, CLIN or contract period as required by the solicitation. Separately identify prime, subcontractor, interdivisional, consultant and overtime hours and rates. Describe how the quantity and mix of labor hours were estimated. Identify the basis for the proposed labor rates and explain how the rates are adjusted to arrive at the proposed rates.

(1) If proposed labor hours are based on a specified level-of-effort, then indicate the total number of direct productive labor hours (DPLH) estimated per year for one full time equivalent (FTE) employee. Show how your DPLH is calculated by identifying the number of annual hours estimated for each type of non-productive time such as vacation, holiday, sick leave, administrative leave, and other types of non-direct charged activities in accordance with your current compensation policies.

(2) Overtime hours must be separately identified and the rationale fully explained.

(3) Separately identify and explain the basis for any labor escalation factors used to adjust base salaries for anticipated increases (actual experience, company policy, or other compensation forecasting models) and how such escalation is applied to the base labor rates.

(4) If labor rates are based on a government approved Forward Pricing Rate Agreement (FPRA), billing, or bidding rates, provide a copy of the agreement showing the approved rates.

(5) If labor rates are based on specific individual labor rates, provide the employee's name, job title, and current hourly rate as of the date of proposal preparation.

(6) If labor rates are based on average category rates, explain how the average rates are determined for estimating purposes.

(7) If labor rates are based on U.S. Department of Labor wage determinations, identify the applicable wage determination and state the extent to which it is used to develop the proposed labor rates.

(8) For new hires, explain the rationale for your salary determination, including the use of any compensation or salary surveys.

(e) Indirect Rates

Provide an exhibit showing your proposed indirect rates by CY or CFY for fringe, labor overhead, material burden, G&A, and any other proposed indirect rate. Identify the cost elements included in each pool and base component, and explain the basis of estimate and allocation methodology for each indirect cost rate proposed.

(1) Include appropriate schedules showing prior years' actual expenses and budgetary forecasts covering each fiscal year of the contract period of performance.

(2) If indirect rates are based on a Forward Pricing Rate Agreement (FPRA), billing, or bidding rates; provide a copy of the agreement showing the approved rates, effective dates, and explain any deviations from the approved indirect rates.

(f) Direct Materials, Purchases and Services

Provide a consolidated priced summary of individual material quantities, supplies, and equipment purchases included in the various tasks, orders, or CLINs for each CY or CFY as required by the solicitation. Describe the pricing methods used to establish cost (e.g., level of competition, invoice prices, verbal quotes, written quotes, engineering estimates, prior purchase history, etc.). Explain the basis of estimate and need for the quantities of materials proposed. Separately identify and provide justification for any quantity adjustment factors, escalation factors or other cost contingencies included in the unit or extended prices.

(g) Subcontracts and Interorganizational Transfers

If applicable, provide an exhibit that identifies the cost of each proposed subcontract and interdivisional transfer by CY or CFY. Describe the pricing methods used to establish proposed subcontract and interdivisional transfer prices. Indicate the level of competition used (e.g., competitive, sole-source, commercial item, etc.). For subcontracts priced on a noncompetitive basis, explain the basis for establishing the source and reasonableness of price. In accordance with FAR 15.404-3(b), include in your proposal the results of your analyses of subcontractor cost information.

(1) Unless the Contracting Officer specifies otherwise, each lower-tiered subcontractor shall provide to the Government a proposal cover sheet and cost information as required by these cost instructions in the same format and level of detail as required for the Prime Contractor.

(h) Other Direct Costs (ODC)

ODCs are directly related contract costs not covered elsewhere. Provide an exhibit that summarizes proposed ODCs by CY or CFY and include additional schedules as necessary to support your proposed ODC items. At a minimum, include the following cost information for each type of ODC proposed:

(1) Description, proposed quantity, unit price, and extended amounts.

(2) The basis of estimate and supporting documentation used to determine the proposed items, quantities, unit prices, and sources.

(3) Identification and justification of any contingencies or escalation contained in the estimates.

(4) For proposed travel, identify the purpose of the trip, number of persons per trip, origin and destination of travel, number of days per trip, per diem, and mileage and other costs associated with travel.

(i) Facilities Capital Cost of Money (FCCM)

FCCM is permitted if proposed as a separate cost element in accordance with FAR 31.205-10 and calculated using Form CASB-CMF. The completed form must be included as an attachment to your cost proposal. The Form CASB-CMF can be found at 48 CFR 9904.414. If you elect not to claim FCCM, provide a statement to that effect. Provide an exhibit showing each proposed FCCM rate (applicable to overhead, G&A, etc.) by CY or CFY. Identify the application base for each FCCM rate and show calculations to support the proposed costs by CY or CFY for each CLIN or contract period as required by the solicitation.

(j) Fee/Profit

Show fee/profit as a separate cost element in the cost summary schedule by CY or CFY for each contract period or CLIN as required by the solicitation. The Offeror and each subcontractor shall identify the following:

- (1) Proposed fee or profit amount
- (2) Proposed fee or profit percentage
- (3) Base to which of fee or profit is applied

The Government's evaluation of proposed profit and fee will be based on applicable policy and guidelines found at FAR 15.404-4 and DEAR 915.404-4. Although not required, Offerors are encouraged to provide rationale for their proposed fee/profit.

(k) Accounting System

Provide a general description and information about your accounting system. Indicate whether your accounting system is in accordance with generally accepted accounting principles and is acceptable for government contract costing purposes. State if your accounting system has been reviewed and approved by a government agency. Provide evidence of such approval by identifying the approving agency and official, the scope of review, and the date of approval. Disclose and fully explain any outstanding accounting system deficiencies cited by the government or independent auditors. If applicable, describe the nature of the deficiency and status of corrective actions.

(l) Company Compensation Policies

Briefly describe your company's compensation policies relating to the following areas (existing company publications may be furnished):

- (1) Salary adjustments - Merit, cost-of-living, and other general salary adjustments
- (2) Fringe benefits - Compensated absences, insurance, health, retirement, and other contributions
- (3) Travel/Per Diem
- (4) Relocation
- (5) Bonuses and other employee incentive programs
- (6) Overtime and shift premium

(7) Uncompensated overtime

(m) Other Financial Information

Provide the following financial information as an attachment to your cost proposal:

(1) Audited financial statements (balance sheet, income statement, and statement of cash flow) for the last completed fiscal year. If audited financial statements were not prepared during the prior year, provide comparable financial information such as a compilation or other review performed by an independent auditor.

(2) Balance sheet and income statement for all quarters reported in the current fiscal year.

(3) Describe the financial impact of this project on your organization. State what percentage proposed contract costs represent of your estimated total business during the period of performance.

(4) Describe your financial plan to provide operation capital for the first 90 days of the contract. Disclose any known contingency, limitation, or condition affecting the availability of funds for this project.

L010 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (FEB 2005)

This acquisition is set-aside for exclusive small business participation. The size standard for this solicitation is \$13 Million and the North American Industry Classification System (NAICS) code is 238170.

L012 NUMBER OF AWARDS (FEB 2005) (TAILORED)

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is considered to be in the Government's best interest to do so.

L013 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (FEB 2005) (TAILORED)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

L016 AUTHORIZED NEGOTIATORS (FEB 2005)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this solicitation:

Name	Title	Organization	Telephone No.
___	___	___	___

L019 COGNIZANT AGENCY FOR INDIRECT RATE NEGOTIATION (FEB 2005)

(a) Is the preponderance of work performed by your company for the U.S. Government under contract to NNSA/DOE?

YES ___, answer paragraph b. below

NO ___, answer paragraph c. below

(b) Provide the following information:

(1) Name and address of NNSA/DOE office where preponderance of your work is under contract.

Name	Address
_____	_____

(2) The name and telephone number of the person at the NNSA/DOE office responsible for administering your contract.

Name	Telephone No.
_____	_____

(c) Provide the following information:

(1) The name and address of the federal agency for which your company performs the preponderance of U.S. government work.

Name	Address
_____	_____

(2) The name and telephone number of the person at the federal agency responsible for administering your contract.

Name	Telephone No.
_____	_____

L021 INTERNET SITES (FEB 2005)

Essential Internet sites for preparing and submitting proposals can be found at the urls listed below:

Federal Business Opportunities (FedBizOpps): <http://www.fedbizopps.gov/>

DOE e-Center--Business and Financial Assistance Opportunities with Energy: <http://e-center.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions; Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions; and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: <http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Regulations+and+Guidance?OpenDocument>

DOE Orders and Directives: <http://www.directives.doe.gov/>

Interactive Industry Procurement System (IIPS) User's Guide For Contractors: <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>

L022 SUPPLEMENTAL SOLICITATION DEFINITIONS (FEB 2005)

"Electronic signature" or "signature" means a method of signing an electronic message that-

- (a) Identifies and authenticates a particular person as the source of the electronic message; and
- (b) Indicates such person's approval of the information contained in the electronic message.

"IIPS" is the acronym for the "Industry Interactive Procurement System" and means the hardware, firmware, and software platform, including the associated databases used by NNSA to conduct electronic business.

"Proposal" means the electronic written bid/quotation or application submitted via IIPS or an authorized alternative in response to this solicitation.

L056 PROPOSAL FORMAT INSTRUCTIONS (FEB 2006)

1. PROPOSAL FORMAT

- (a) Text: Text lines will be single-spaced. Font to be used on any proposal tables and text is Microsoft Word Times New Roman 10 point font, normal proportional spacing. A smaller font size for any graphics presented in a proposal is permitted as long as the information is legible to the human eye. Fonts other than Times New Roman are permissible in the presentation of graphic material only.
- (b) Illustrations and Tables: Illustrations and tables may be used. Foldout pages are allowable.
- (c) Binding: Elaborate format and binding are neither necessary nor desirable. The original document will be clearly identified on the document.
- (d) All copies of the proposals shall become the property of the Government. For information purposes, the original copies shall be maintained in the official contract file and the extra copies will be destroyed using the appropriate methods to protect the offers business sensitive information.

2. PROPOSAL VOLUMES AND ORGANIZATION REQUIREMENTS

The proposal shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead. The cover letter (letter of transmittal) shall identify all enclosures being transmitted.

The proposal shall be organized and submitted in the format stated in the table below.

TAB# Limit	Title	#of Paper Copies	Page Count
N/ A	Cover Letter (Letter of Transmittal)	Original Plus 2 Copies	3
Tab#1	Executed Model Contract	Original Plus 1 Copy	N/A
Tab #2	Section K -Completed Representations, Certifications and Other Statements	Original Plus 1 Copy	N/A
Tab #3	Proposed Terms, Conditions, Exceptions and Assumptions	Original Plus 2 Copies	No Limit
TAB #4	Price	Original Plus 2 Copies	No Limit

3. SPECIFIC DOCUMENTATION INSTRUCTIONS

- (a) TAB #1: Standard Form 1442, "Solicitation, Offer and Award." Return a completed and fully executed copy of the model contract; complete applicable sections of the cover page, Section B, Section F, Section G and Section I.

(b) TAB #2: Section K -Completed Representations, Certifications and Other Statements.

(c) TAB #3: Proposed Terms, Conditions, Exceptions and Assumptions: Provide a list of any proposed terms, conditions, exceptions and assumptions to this solicitation/model contract or statement that the Government's proposed terms and conditions contained in this solicitation are acceptable. Indicate the clauses not applicable to your firm and why you are exempt.

(d)TAB #4: Price (see Attachment #1 to Section L)

L057 POST AWARD CONFERENCE (FEB 2006)

A Post Award conference may be held in Livermore California by the Contracting Office shortly after contract award. The contractor's authorized representative(s) shall be required to attend the post Award Conference

L058 PROPOSAL SUBMISSION ADDRESS, DUE DATES, AND HAND CARRIED OFFERS (FEB 2006)

(a) Hard Copies must be received at the address listed below by Noon (MOUNTAIN TIME) on June 16, 2006 or sooner.

NNSA/SC AD
Office of Business Services
Attn: Jim Parr
PO Box 5400
Albuquerque, NM 87185

(b) Along with the hard copy submission, the offeror shall provide their price tab on a rewritable CD ROM disk.

(c) Offers may be hand carried to the NNSA/SC AD Office of Business Services, Pennsylvania & H Street, Bldg. 20388, Kirtland Air Force Base, New Mexico 87116.

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

M008 BASIS FOR CONTRACT AWARD (FEB 2006)

The Government will perform an evaluation of your proposal, including your pricing information, in order to develop a basis for negotiating and establishing a fair and reasonable amount to accomplish the proposed work. A contract may only be awarded after a mutually agreeable price as well as terms and conditions have been negotiated for the work. The Government reserves the right to not award contract from this solicitation.